UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

VEOLIA TRANSPORTATION SERVICES, INC.

and

Case 28-CA-086419

AMALGAMATED TRANSIT UNION, LOCAL 1637, AFL-CIO-CLC

DECISION AND ORDER

Statement of the Case

On January 11, 2013, Veolia Transportation Services, Inc. (the Respondent), Amalgamated Transit Union, Local 1637, AFL-CIO-CLC (the Union or the Charging Party), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent is a Maryland corporation with an office and place of business in Las Vegas, Nevada. The Respondent provides public vehicle operation services.

In conducting its business operations in Las Vegas during the 1-year period ending July 31, 2012, the Respondent purchased and received good valued in excess of \$50,000 directly from outside the State of Nevada.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Sections 2(6) and (7) of the Act.

2. The labor organization involved

Amalgamated Transit Union, Local 1637, AFL-CIO-CLC, the Charging Party, is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that

The Respondent, Veolia Transportation Services, Inc., Las Vegas, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Refusing to bargain collectively with Amalgamated Transit Union, AFL-CIO-CLC or its constituent Branch 1637 by refusing to provide or delaying in providing to the Union requested information that is necessary and relevant to performing its duties as the exclusive collective-bargaining representative of the unit for the Respondent's Las Vegas, Nevada employees.
- (b) Requiring the Union to agree to an overly broad confidentiality agreement limiting the release and use of information requested by the Union pursuant to fact-finding investigations.
- (c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) On request, furnish the Union with requested information which is relevant and necessary for the Union to carry out its obligations as the exclusive collective-bargaining agent of the unit.
- (b) To the extent not already provided, unconditionally provide the documents requested by the Union with regard to discharge and discipline of employees, including but not limited to:

- (i) The information requested by the Union regarding the discharge of unit employee Barbara McAlpin;
- (ii) The information requested by the Union regarding the discharge of unit employee Monique Banks; and
- (iii) The information requested by the Union regarding the warnings issued to unit employee Betsy O'Kief.
- (c) Bargain to good faith impasse or agreement regarding any limitation language on use or disclosure of requested information and reduce any agreement to signed writing.
- (d) Within 14 days of service by Region 28 of the National Labor Relations Board (Region 28), post at all of its Las Vegas, Nevada facilities copies of the attached notice marked "Appendix A." Copies of the notices, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 31, 2012.
- (e) Within 21 days after service by the Region, file with Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that Respondent has take to comply.

Dated, Washington, D.C., February 27, 2013.

Mark Gaston Pearce,	Chairman
Robert F. Griffin, Jr.,	Member
Sharon Block,	Member
NATIONAL LABOR RELATIONS BOARD	

(SEAL)

APPENDIX A

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join or assist a union; Choose representatives to bargain with us on your behalf; Act together with other employees for your benefit and protection;

Choose not to engage in any of these protected activities.

WE WILL NOT fail to bargain with your collective-bargaining representative, Amalgamated Transit Union, Local 1637, AFL-CIO-CLC (the Union) as the representative of an appropriate unit of employees by refusing to provide requested information that is necessary and relevant for the Union to represent you. The unit is:

Coach Operator, Mechanic (A,B,C), Body Mechanic (A,B,C), Service Worker, Parts Clerk/Specialist, Air Conditioning Mechanic, Power Train Mechanic, and Electronic Technician excluding all other employees, Guards and Supervisors as defined in the National Labor Relations Act.

WE WILL NOT fail to bargain collectively with the Union by refusing to provide the Union information requested pursuant to factual investigations into matters of discipline and discharge without written consent to an overly broad confidentiality agreement.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL bargain collectively with the Union by providing to the Union information requested pursuant to factual investigations into matters of discipline and discharge without written consent to an overly broad confidentiality agreement.

WE WILL, to the extent we have not already done so, provide without condition the information requested by the Union regarding the discharge of unit employee Barbara McAlpin.

WE WILL, to the extent we have not already done so, provide without condition the information requested by the Union regarding the discharge of unit employee Monique Banks.

WE WILL, to the extent we have not already done so, provide without condition the information requested by the Union regarding the warnings issued to unit employee Betsy O'Kief.

WE WILL, before imposing any conditions or limitations on the release of information to the Union, notify the Union and offer to bargain with the Union about such conditions and bargain with the Union to agreement or a good-faith impasse and reduce any agreements reached with the Union to a signed writing.

	VEOLIA TRANSPORTATION SERVICES, INC
	(Employer)
DATE:	BY:
	(Representative) (Title)